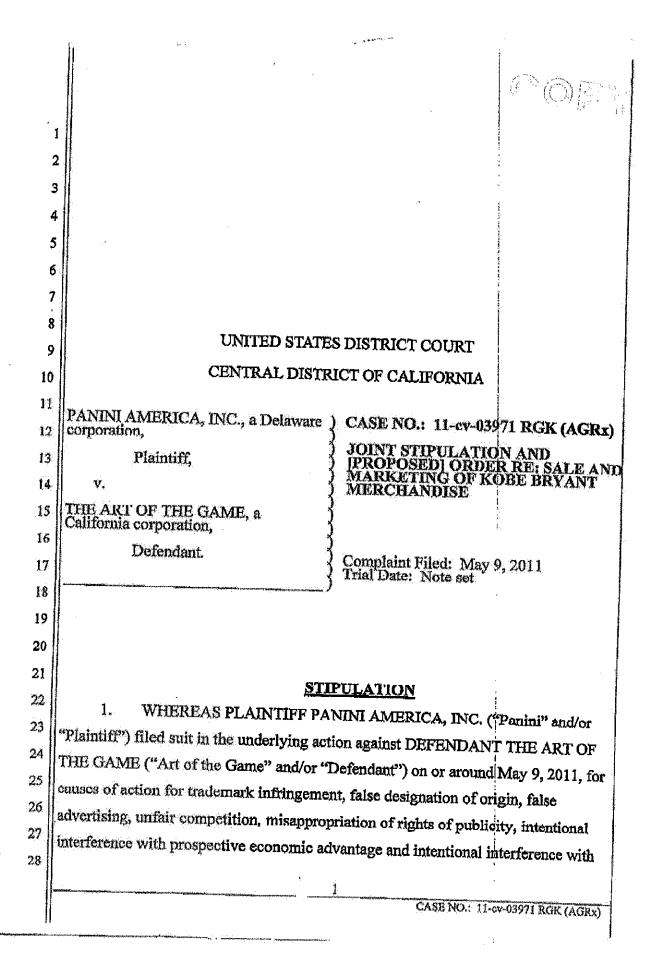
CASE NO.: 11-cv-03971 RGK (AGRx)

**EXHIBIT A** 



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- 2. WHEREAS Defendant Art of the Game is presently engaged in the sale and marketing of Kobe Bryant merchandise and sports memorabilia on the internet and at its retail locations in the Los Angeles area, which activities have been placed at issue by Plaintiff in this suit.
- 3. WHEREAS Plaintiff and Defendant agree that this Stipulation does not and shall not serve as any admission of liability, fault, or wrongdoing on Defendant's part in this lawsuit or in any fashion whatsoever, nor shall it be construed as an admission regarding the relative merits of Plaintiff's claims alleged against Defendant in this lawsuit or in any fashion whatsoever, nor shall it be construed as an admission of fact or law in this lawsuit or in any fashion whatsoever.

## THE PARTIES HEREBY STIPULATE AND AGREE AS FOLLOWS:

- 1. Defendant Art of the Game, including its representatives, servants and agents, employees, officers, directors, partners, attorneys, subsidiaries, and all persons under its control, or acting in active concert or participation with them ARE HEREBY RESTRAINED AND ENJOINED from:
  - (1) Creating, marketing, advertising, distributing, selling, offering for sale, destroying or otherwise exploiting for a commercial purpose any counterfeit sports collectible, memorabilia or game-used equipment featuring the name, nicknames, voice, likeness, photograph, picture, biography, statistics, image, caricature, game-used equipment, and/or signature of Kobe Bryant;
  - (2) Contacting, communicating or advertising to any person or entity for the purpose of creating, marketing, distributing, selling, offering for sale, disseminating, shipping, destroying or otherwise exploiting for a

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	Market Commercial Comm	a		
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2		featuring the name, nicknames, voice, likenes	s, photograph, picture	
3		biography, statistics, image, caricature, game-i	used equipment, and/or	
4		signature of Kobe Bryant;		
5		Using Kobe Bryant's name or likeness in any adv	ertising or exhibition;	
6	(4)	Advertising, distributing, marketing, promoting,	selling, or offering for	
7		sale, sports collectibles and memorabilia with K	obe Bryant's autograph	
8	Balleton and a second a second and a second and a second and a second and a second	except in compliance with the requirements of	California Civil Code	
9		section 1739.7; and	**************************************	
10	(5)	Destroying, removing, overwriting, transferring	possession of, deleting,	
11		selling, hiding, secreting, or otherwise disposing	of any evidence related	
12		to Kobe Bryant, or the claims and facts involved i	n this action.	
13	2. T	2. This agreed temporary injunction is effective immediately, and shall remain		
14	in full force	n full force and effect until the final trial of this matter, or until further order of the		
15	Court.		* ·	
16	SO STIPULATED.			
17				
18	DATED:	May 16, 2011 By		
19		Authorized Representati PANINI AMERICA, IN	ve for C	
20	- Aller Control			
21	Marie Company			
22	DATED:	May 16, 2011 By:		
23		Harlan Werner for	Manager and the second	
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		CASE NO.	11-cv-03971 RGK (AGRx)	